

## Remarks

### For the Claims:

Applicant submitted claims 8-14 and 16 in connection with a Request for Continued Examination, dated 16 June 2006. A non-final Office Action, mailed 14 September 2006, rejected claims 8-14 and 16. An Amendment, dated 27 November 2006, amended claim 8 and retained claims 9-14 and 16 as previously submitted. Accordingly, claims 8-14 and 16 are pending. This Final Office Action, filed in response to the 27 November 2006 Amendment, maintains the rejection of claims 8-14 and 16. Applicant amends claims 8, 10-13, and 16, and retains claims 9 and 14 as previously presented. Applicant respectfully requests reconsideration in view of the following remarks.

This Final Office Action alleges that Applicant's arguments with respect to the rejection of claims 8-14 under 35 U.S.C. §103(a) under Ingram in view of DeFrancesco have been considered but are not persuasive. In addition, the Final Office Action alleges that the argument for claim 16, which was rejected under 35 U.S.C. §103(a) under Ingram in view of DeFrancesco, and in view of Project Management, centers on its dependency to claim 8, therefore this argument stands or falls with the argument presented for claim 8.

In the 27 November 2006 Amendment, Applicant argued that it would not be obvious to combine the teachings of Ingram and DeFrancesco because Ingram would become unworkable for its intended purpose. In addition, Applicant argued that the Ingram system administrator has control over obtaining money and disbursing it to the borrower, but the system administrator is not the lender. In response to Applicant's arguments presented

in the 27 November 2006 Amendment, this Final Office Action countered that the system administrator is acting as a lender since it is obtaining the money and disbursing it. Accordingly, this Final Office Action concludes that the system administrator taught by Ingram could be considered a lender, or could be modified to be the lender and therefore Applicant's argument that Ingram would become unworkable for its intended purpose if it was modified was not persuasive.

The Final Office Action further alleges that when Applicant's invention is given its broadest reasonable interpretation it does not necessarily conclude a direct relationship between a builder/borrower and a lender. In particular, the Office Action alleges that claim 8 does not suggest or teach that the Applicant leaves the loan website and communicates with a lender directly. Instead, according to the Office Action, claim 8 teaches that all the limitations are performed over the loan website, which is not even the lender's website. The Office Action concludes that the loan website is therefore acting as an administrator between the builder/borrower and the lender.

Independent claim 8 is being amended to more clearly point out that which Applicant believes to be the invention. More particularly, claim 8 is being amended to include the limitations of allowing one of the builders to select from the loan website a desired lender from a list of the lenders; in response to selection of the desired lender from the loan website, automatically transferring to a lender website of the desired lender via a link on the loan website to the lender website, the lender website containing a credit application form for the lender; and submitting electronically, by the one builder, builder information pertinent to the one builder using the lender credit application form, the desired lender determining approval for the one builder to obtain credit from the desired lender in

response to the builder information. The limitations of claim 8 are taught in Applicant's specification at page 6, line 2, through page 7, line 17.

Applicant believes that the modification to independent claim 8 clearly recites a direct relationship between the builder/borrower and the desired lender. This direct relationship is established through the loan website by the link that allows the builder to access the desired lender's website in order to electronically submit builder information using the lender's own credit application form. The loan website facilitates this relationship, but the builder still retains the ability to select a lender and communicate information electronically to that lender.

Ingram simply does not teach or suggest a direct relationship between a lender and a builder/borrower that entails transferring from the loan website to the desired lender's website via a link at the loan website, as recited in amended independent claim 8. Rather, the builder/borrower only establishes a direct communication relationship with the system administrator. This relationship involves the builder's application for registration and certification by the system administrator 20. The Ingram lender 26 is isolated from this process. That is, the Ingram lender 26 does not approve the builder/borrower for obtaining credit from the Ingram lender 26. Rather, it is only the Ingram system administrator 20 who performs such an activity.

Even if one were to postulate that the Ingram system administrator is a lender, as put forth in this Final Office Action, the builder/borrower is not transferred to a different entity's website, i.e., the claimed desired lender's website, via a link on the loan website. Rather, the builder/borrower only directly communicates "online" and "offline" with the system

administrator, who provides underwriting services, i.e., detailed credit analysis preceding the granting of a loan.

Ingram utterly fails to teach or suggest anything resembling transferring from one website, i.e., a website managed by the Ingram system administrator 20, to the website of a different entity, i.e., the Ingram lender 26. Commensurately, since Ingram does not teach or suggest transferring from one website to a different entity's website (i.e., the claimed transferring from the loan website to the desired lender's website), Ingram cannot teach or suggest the one builder electronically submitting builder information pertinent to the one builder using the lender credit application form at the lender's website, and the desired lender determining approval for the one builder to obtain credit from the desired lender in response to the builder information.

Indeed, Ingram teaches away from the features of amended independent claim 8 by having a system administrator whose role is to oversee a borrower/inspector relationship and who has control over system processes, including obtaining money and disbursing it to the borrower or other third party (paragraph [0046]). Nor is it obvious to modify Ingram to more closely resemble Applicant's invention of claim 8.

Ingram clearly teaches of a lender 26 that supplies monetary funding for a loan to a funding account 32 managed by the administrative unit (system administrator) 20. Ingram also clearly teaches of the builder/borrower submitting information to a system administrator that approves the builder/borrower for obtaining credit (i.e., the Ingram registration and certification). Such an action clearly does not call for a transfer via a loan website (online server system maintained by the system administrator 20) to an outside entity (i.e., the lender 26) and subsequent submission by the builder to the lender

of builder information into the lender's credit application form. Such a feature taught only by Applicant would be undesirable in the Ingram system because the Ingram system seeks to remove the borrower and lender from a direct relationship by utilizing an administrative unit (system administrator 20) that performs builder/borrower certification, administers the construction loan, obtains money, and disburses it to a borrower or other third party so that, as strongly suggested by Ingram, a less knowledgeable, less efficient, and lower level of service traditional banking institution need not be involved.

The term "other third party" disclosed in the Ingram reference in at least paragraph [0046] is particularly noteworthy. Paragraph [0046] states "an administrative entity 20 oversees the borrower/inspector relationship and has control over system processes, including obtaining money and disbursing it to the borrower 24 or other third party." The teaching of the borrower or other third party is an express teaching that the borrower is a third party too. A "third party" is commonly defined as follows:

**third party:** One other than the principals involved in a transaction (The American Heritage® Dictionary of the English Language, Fourth Edition. Copyright © 2000 by Houghton Mifflin Company. Published by the Houghton Mifflin Company)

**third party:** a person other than the principals (MERRIAM-WEBSTER ONLINE (www.Merriam-Webster.com) copyright 2005 by Merriam-Webster, Incorporated).

Since the administrative entity 20 is obtaining money from the lender 26 and disbursing it to the borrower or other third parties, the administrative entity and the lender are the principals in this situation, whereas the borrower is a third party. This teaching further emphasizes the interposition of the

administrative unit 20 between the lender and the borrower so as to circumvent a relationship between the borrower and lender, and the suggested unacceptable results of such a relationship.

DeFrancesco et al. teaches of a credit application and routing system that includes data input capabilities for selectively receiving credit application data from applicants at remote locations and routing capabilities for selectively forwarding the credit application data to remote funding sources, and selectively forwarding funding decision data from the funding sources to the respective applicants. While DeFrancesco may mention a list of lenders, DeFrancesco also fails to teach or suggest a builder/borrower selecting a desired lender and transferring from the loan website to a lender's website. Commensurately, DeFrancesco cannot teach or suggest the one builder submitting electronically builder/borrower information pertinent to the one builder/borrower using the lender credit application form at the lender's website, and the desired lender determining approval for the one builder to obtain credit from the desired lender in response to the builder information.

Neither Ingram nor DeFrancesco teach or suggest all of the features of amended independent claim 8. Thus, a combination of those references cannot teach or suggest that which neither teaches or suggests. Moreover, there is nothing in the prior art references that suggests the desirability of modifying the Ingram process to more closely resemble Applicant's invention, as recited in amended independent claim 8, because Ingram indicates that the method taught by Applicant would yield unacceptable results. Consequently, a proper obviousness evaluation indicates that Applicant's invention of amended independent claim 8 is not obvious in view of the prior art. For the reasons set forth above, Applicant respectfully requests withdrawal of the

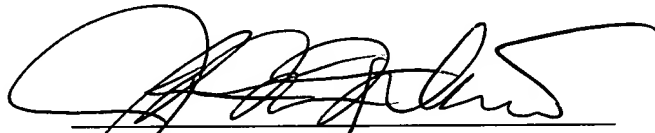
rejection of claim 8 under 35 U.S.C. §103(a) in view of Ingram and DeFrancesco.

Claims 9-14 and 16 depend from claim 8. Claim 10 is being amended in response to the modifications to claim 8, and claims 12, 13, and 16 are being amended to clarify any possible ambiguities that may have been present in those claims. That is, the term "work item/trade" previously found in claims 12, 13, and 16 is being amended to "work item and trade." Claims 9-14 and 16 are allowable for the reasons set forth in connection with claim 8. Thus, Applicant respectfully requests withdrawal of the rejection of claims 9-14 under 35 U.S.C. §103(a) in view of Ingram and DeFrancesco. Applicant further respectfully requests withdrawal of the rejection of claim 16 under 35 U.S.C. §103(a) in view of Ingram, DeFrancesco, and Project Management.

Accordingly, this Amendment amends claims 8, 10-12, and 16. Currently amended claims 8, 10-12, and 16 remain in the application and are believed to be allowable. In addition, claims 9 and 14 remain in the application as previously submitted and are believed to be allowable.

Applicant believes that the foregoing amendments and remarks are fully responsive to the rejections recited in the 21 March 2007 Office Action and that the present application is now in a condition for allowance. Accordingly, reconsideration of the present application is respectfully requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jordan M. Meschkow', written over a horizontal line.

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